



**Invitation for Bid #211122**  
**Seeking Price Quotes for Lake Como Fly Ash Boat Ramp**

The Montana Department of Environmental Quality (DEQ) is seeking to enter into a contract for construction of a new boat ramp adjacent and joined to the existing boat ramp at Lake Como on U.S. Forest Service land in the Bitterroot National Forest. This project is being funded by a grant from the United States Forest Service under the American Recovery and Reinvestment Act of 2009 (ARRA) requiring that all applicable ARRA requirements be observed.

The new ramp will be 17 feet wide and 240 feet long and extend to the west of the existing boat ramp. The new section will be anchored to the existing ramp with steel dowels and will be constructed with fly ash concrete.

There will be a **mandatory Pre-Bid walk-through of the Project area beginning at 1pm local time on May 25, 2011**. Interested contractors are required to attend. To reach the project site, proceed on US Highway 93 South of Hamilton to the Como Lake turn off (follow signs) and continue 4 miles west. **A Contractor's failure to have an authorized representative attend all of the Pre-Bid walk-through disqualifies the Contractor and makes any bid from it for the Work nonresponsive.**

DEQ will accept questions from interested contractors through **5:00 p.m. local time on June 02, 2011**. DEQ shall post it's response to those questions no later than **5:00 p.m. local time on June 06, 2011**.

Lump Sum price quotes will be received for one General Contract. The Work will consist of, but is not necessarily limited to, site surveying, site prep and finish grading, excavation and haul off of excavated material, and concrete production and assistance with placement. A full description of the project is included in Attachment A, Scope of Work, attached hereto and incorporated herein by reference."

Contractor shall restore all areas disturbed by Contractor's operations such as, but not limited to, access roads and staging areas to the original contours and to conditions equal to or better than the conditions that existed before work commenced. Contractor's costs for restoring disturbed areas are incidental to the Work and no separate payment will be made.

Prevailing wage rates and related regulations apply to this Contract in accordance with Davis-Bacon and Related Acts (3142 US Code). All laborers and mechanics employed by Contractor or subcontractors in performance of this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor of the United States Department of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon and related acts). Contractor and subcontractors are required to obtain wage determinations from the DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to Recovery Act funds. Both State and Federal wage rates and related regulations may apply to this project. The rates applicable to this project will generally be the rates specified for heavy construction for Ravalli County as noted in Attachment E. The rates specified are minimum rates, and where the federal rate differs from the state rate, the higher of the two will be the required minimum. Federal prevailing wage rates for Montana are available online at <http://www.access.gpo.gov/davisbacon/mt.html>, or from the DOL. Montana's state prevailing wages are available online at: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information.html>.

None of the funds provided by the grant may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. USFS will apply this provision in a manner consistent with United States obligations under international agreements. Recipient agrees to comply with any further guidance from OMB applicable to this provision. This term and condition shall not apply in any case or category of cases in which the Administrator of USFS or a designated Agency official finds that (1) applying the term and condition would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more

than 25 percent. If the grantee believes that this term and condition does not apply to a transaction financed with funds from this grant either (1) because a waiver is appropriate or (2) the requirement is inapplicable to the transaction, the grantee must submit, in writing, a detailed explanation for its position to USFS's project officer prior to entering into the transaction. The grantee may not proceed with the transaction until it receives written approval from the Administrator or other designated Agency official.

**Time is of the essence for this Contract. Construction will begin after August 28, 2011 and end by October 11, 2011, weather permitting. Contractor shall be authorized to proceed with work upon execution of the contract by both parties.** The Work shall be complete when DEQ determines that Contractor has: 1) satisfactorily performed the services, 2) removed all debris, garbage and unused materials generated by Contractor's operations from the site; 3) restored the road to a safe and travelable condition equal to or better than the conditions that existed before work commenced and 4) fully demobilizes from the site.

Contractor is solely responsible for construction site safety. Contractor shall ensure safe operations and the safety of Contractor's employees during the work. Contractor is solely responsible for the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided be interpreted to mean that either Engineer and/or DEQ assume responsibility for construction site safety or Contractor's activities. Such responsibility to either Engineer and/or DEQ may not be either transferred, implied or inferred.

DEQ estimates this work will cost between \$40,000 and \$55,000. The purpose of this solicitation is to obtain price quotes from contractors in the area to complete the work.

Each Contractor is asked to provide the following information to DEQ using the Attachment B Price Quote Form:

- Lump sum cost proposal for performing the services required.
- List of equipment to be used in work.
- Unit price (per hour) for equipment (and operator) to be used for work.
- Taxpayer's ID Number.
- Contractor's Registration Number (if applicable) or a statement as to why it is not required.

**Contractor shall perform and complete the Work described in the Attachment A Scope of Work, as further clarified during the mandatory Pre-Bid walk-through, in accordance with the State of Montana Standard Terms and Conditions (Attachment C) and the terms and conditions of the Model Contract (Attachment D).**

Contractor shall provide all labor, tools, equipment and incidentals necessary to complete the Work as specified. The Lump Sum price bid shall include Contractor's preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project area, site cleanup and demobilization from the site. Contractor's costs for administration, bonding and insurance also shall be included in this Bid Item and no separate payment will be made. Please note that DEQ makes no provisions for reimbursement of hard excavation.

Payment:

Payment for the services will be based on the lump sum price bid for the work as shown on the winning bidder's Price Quote Form, which will become part of the Contract documents.

Contract Award:

DEQ intends to award one contract to the selected contractor based upon the lowest lump sum price quotes received.

The contact person identified by Contractor on the Price Quote Form shall be the individual authorized to submit the price quotes and authorized by that submission to perform the contract if these prices are accepted. The Price Quote Form may be mailed or hand delivered to:

Hand Delivered To:

Department of Environmental Quality  
Attn: Vicki Woodrow  
1520 E. Sixth Avenue, Room 3  
Helena, MT 59620

Mailed To:

Department of Environmental Quality  
Attn: Vicki Woodrow  
PO Box 200901  
Helena, MT 59620-0901

Questions about this Invitation to Bid must be submitted to Vicki Woodrow in writing at the above noted address or via email at [vwoodrow@mt.gov](mailto:vwoodrow@mt.gov).

Price quotes will be received until **2pm , local time on June 16, 2011 then opened immediately thereafter in Room 406 of 1100 North Last Chance Gulch, Helena, Montana.** If a contract is to be awarded, DEQ after review of the information submitted will notify the contractor with the lowest responsible and responsive lump sum price quote within 5 calendar days of the actual date of reviewing the price quotes received of DEQ's interest in entering into a contract.

Each Offeror is cautioned that it is their responsibility to ensure that its price quote is in the possession of the responsible official or his/her designated alternate before the stated time and place. DEQ is not responsible for price quotes delayed by mail and/or delivery services of any nature (i.e., FEDEX, UPS, USPS, DHL, etc.).

The form of the contract is attached to this Invitation for Bid (see Attachment B).

DEQ reserves the right in its sole discretion to cancel this Invitation for Bid, to reject any and all Offers, to postpone or refuse to award a contract, to consider prices offered by another Offeror, to waive any and all informalities, and to take any other action it deems to be in the best interests of the State of Montana. The reasons therefore will be made a part of the file on this Invitation for Bid. Section 18-4-242, MCA, sets out the exclusive remedies for a solicitation or award of a contract determined to be in violation of the law.

**State of Montana DEQ**

Bonnie Rouse  
1100 North Last Chance Gulch  
Helena, MT 59620  
406-841-5251

# ATTACHMENT A

## Contractor Scope of Work

### Lake Como Fly Ash Boat Ramp

#### **Background:**

One Hundred percent fly ash concrete is an exciting new material that offers a green alternative to traditional Portland cement (PC) concretes. While similar in many ways to traditional PC concrete, there are several critical differences in how it must be batched, mixed, and placed. The Western Transportation Institute at Montana State University (WTI/MSU) is developing a concrete mix design that utilizes the class C fly ash produced at the JE Corette power plant in Billings, Montana as the only binder material in the concrete mixture. Laboratory testing is being completed to characterize the workability, set time, strength gain, toxicity, and long term durability of this concrete. Material performance data generated from the laboratory effort will be the basis for selecting the mix design to be used for the construction of this project. WTI/MSU in partnership with the Montana Department of Environmental Quality (MDEQ) has successfully completed numerous pilot projects utilizing concrete mix designs that do not use Portland cement.

#### **Project Description:**

There currently exists at Lake Como a boat ramp constructed by the United States Department of Agriculture (USDA) Forest Service (FS) Bitterroot National Forest. The ability of that ramp to handle boat traffic at Lake Como will be enhanced by constructing an adjoining ramp section that is 17 feet wide and 240 feet long. This new ramp will extend to the west of the existing boat ramp and will be anchored to the existing ramp with steel dowels. This new ramp will be constructed with concrete produced with fly ash in place of Portland cement. This is a true 100 percent Portland replacement mix design utilizing class C fly ash from the Corette power plant in Billings, Montana. WTI/MSU and MDEQ personnel are responsible for the forming and steel work in addition to placing and finishing the concrete for the boat ramp construction. WTI/MSU personnel, namely Doug Cross, will assist the winning bidder with all aspects of proportioning, mixing and delivering this material. Cross, a research associate at WTI/MSU, will be acting as the construction Superintendent throughout this project. Dusti Johnson, Recycling and Market Development Specialist at MDEQ will be the Construction Manager liaison between USFS, MDEQ, WTI/MSU, and the winning contractor.

#### **Project Location:**

The State of Montana, Department of Environmental Quality will expand the boat ramp at Lake Como located approximately 5 miles north of Darby, Montana. Proceed on US Highway 93 South of Hamilton to the Como Lake turn off (follow signs) and continue 4 miles west.

#### **Scope of Work:**

##### **Excavation and Hauling**

- Survey site to establish boat ramp and drainage swale locations and grades.
- Provide excavation to facilitate placement of boatramp and sub-base.
- Site grubbing which includes relocation of miscellaneous berm material and rip rap along the west side of the new ramp location. Excavated material including berm material not required at the boatramp to obtain finish grade can be dumped in a pit available on Forest Service land approximately 1 mile from the boatramp.
- Level piles at the above disposal pit to a reasonable height.
- Construct and maintain temporary drainage immediately around the construction site.
- Create drainage plan and secure any necessary state or federal permits
- Provide and install any necessary silt fencing and or waddles. A wash out pit is required and will be specified by the Construction Manager at the pre-bid walk through.

- Excavate sub-grade to accommodate compacted base fill, leveling course, boat ramp and form work. See construction drawings for details. Native material removed for the sub-base shall be hauled off site and disposed of appropriately.
- Supply, deliver and install sub-base material to compaction requirements specified on the construction drawings. Contractor is responsible for verifying sub-base compaction through a commonly accepted method.
- Supply, deliver and install leveling course of gravel after WTI/MSU has completed the form work, compact as specified on construction drawings. The depth from the top of finished slab (top of formwork) to top of leveling course shall not exceed 6.25 inches nor be less than 5.75 inches. This depth requirement will be checked at multiple locations to insure uniform thickness.
- Assist with compliance actions as mandated by The Army Corp of Engineers Permit required under Section 404 of the Clean Water Act. Specifically, the contractor is required to provide a dewatering pump and retention capability as necessary on the day of the pour. Liquid accumulating at the bottom of the form, as the concrete mix is placed, cannot be allowed to run into the lake but instead must be pumped to a nearby retention structure or device and disposed of properly. Similarly, neither excavated nor fill material can be allowed in the lake.
- Backfill and re-establish compaction around boat ramp perimeter after form work has been removed.
- Backfill, compact, final grade of truck washout pit
- Haul away and dispose of appropriately any hardened concrete that is not part of the actual boat ramp.
- Haul away and dispose of appropriately any construction debris associated with the entire scope of this project. Leaving the site in a neat and clean condition.
- Final grade entire construction envelope to ensure proper drainage.

#### Concrete Production

- Meet with Dusti Johnson and Doug Cross from MDEQ and WTI/MSU respectively to learn about this new concrete material and the special requirements with respect to batching, mixing and placing.
- Determine the absorption capacity of the coarse and fine aggregate, so that any necessary adjustments can be made to the mix proportions.
- Determine the fineness modulus of fine aggregate.
- Verify that the admixture dispensing system (micro air) is calibrated and functioning correctly.
- Educate concrete plant workers and truck drivers on special requirements for this concrete mixture.
- Thoroughly clean all batching equipment, trucks, silos, etc of residual Portland cement and other fine foreign particulate matter immediately prior to batching this fly ash concrete mixture.
- Provide space at ready mix yard, formwork and 100 percent fly ash concrete to conduct a minimum of two trial slab pours. The result of these trial pours, notably the slump, air content and set time will serve as the quality control parameters that have to be met during the actual construction pour. The surface dimension of the trial slab(s) is not critical but the depth of the slab and the overall volume of the mixture are critical. Each trial pour shall consist of a minimum of 4 cubic yards of the material and shall be placed 6 inches thick. Jobsite conditions should be replicated as close as possible (including drive time) during the trial pours. These pours must be conducted at least two weeks before the boat ramp, itself, is to be cast.

- Supply the necessary gravel, sand, water, Twenty Mule Team borax and Type C fly ash from the Corette power plant in Billings, Montana to batch, mix and deliver 100 percent fly ash concrete as per WTI's mix design and special requirements to the project site.
- MDEQ and WTI/MSU reserve the right to refuse 100 percent fly ash concrete that does not meet the specification detailed in this document, at the expense of the concrete supply contractor.
- Contractor is financially responsible for independently testing the plastic concrete for slump and air content as well as the hardened concrete for compressive strength. If contractor chooses not to test the concrete material in the plastic or solid state, WTI/MSU will and the contractor will have to accept the opinion of WTI/MSU personnel regarding whether the mixture meets the performance requirements as established during the trial pour(s).
- No jobsite additions of materials (eg. admixtures, water, sand, gravel, fly ash) to the mixture will be allowed without prior written notice from MDEQ and WTI/MSU.
- Barricade washout location so public cannot easily access it.
- Provide adequate wash water on pour days for cleaning tools and equipment.

#### Batching and mixing details

- All material storage and handling equipment needs to be cleaned of Portland cement residue and other fine particulate matter prior to batching the materials for this mix design.
- The moisture content for both the coarse and fine aggregate has to be determined prior to batching and these moisture contents need to be used as necessary to adjust the mix proportions.
- The batching sequence is different than what is typically used in the industry therefore a sequential list is provided for estimating purposes only. Depending on the batch facility the sequence might need to be altered but all these steps have to be followed to ensure quality concrete is produced.
- Addition of water beyond what is specified on the mix design can lead to rapid setting of this material. **Never add water to the mixture without consulting WTI/MSU personnel.**
- Staging the mixer trucks on the pour day is critical; the placement of concrete needs be continuous from construction joint to construction joint. A roller screed will be used to level the concrete after placing from truck chute. This machine covers the entire width of the pour and can strike off the concrete as fast as the truck can discharge it; therefore trucks should be batched, mixed and on site waiting for the finishers to start placing again. However, this wait cannot be too long so some effort needs to be put into scheduling the trucks.

#### Batching, Mixing Sequence

- Clean mixing drums. There cannot be any wash water or left over Portland cement in the mixing drums.
- Clean out weigh hopper and discharge hoses of any accumulated Portland cement residue or other particulate matter
- Determine moisture content for both the coarse and fine aggregates
- Batch the coarse and fine aggregates along with the retarder powder into the mixing drum.
- Batch the mix water and aggregate SSD water into truck and start premix period (SSD water is that amount of water necessary to bring the aggregate up to saturated surface dry condition)
- Premix aggregate, retarding powder and water for 15 minutes at high agitation

- Batch Micro Air entrainment admixture into premix of water, aggregate, and retarding powder and let mix for 5 minutes.
- After an elapsed premix time of 20 minutes, batch fly ash into mixer. Let mixture spin on high agitation until mixture homogenizes. This usually takes between 5 and 10 minutes.
- Keep drum rotating at slow to medium speed while in transit and while waiting to discharge material.
- Truck Wash out needs to take place as soon after the material has been discharged as possible. The left over material cannot be re-tempered like a Portland cement based concrete.

### Mix Design

The following mix design is for estimating purposes only. The final mix design will be provided by WTI prior to the first trial mixture. The final mix design material quantities might deviate from what is listed in the mix design below but overall increases in material quantities will not occur.

#### Mix Design 1 Cubic yard

Corette Fly Ash	1220.0 Lbs
Borax	12.2 Lbs
Micro Air	3300 mL
Coarse Aggregate	1362 Lbs
Fine Aggregate	1056 Lbs
Water	243.5 Lbs

Absolutely no substitution of materials and or products will be allowed without prior written consent of WTI personnel. The mix design above should yield concrete with a slump of 4", set time of 4 hours, 5-7% entrained air, and a 28 day compressive strength of 4000psi. The actual plastic state quality control parameters for this project will be established based on the two trial slab pours.

ATTACHMENT B

PRICE QUOTE FORM

DEQ Contract No. 211122  
Fly Ash Boat Ramp at Lake Como

Total Lump Sum Bid Price \$\_\_\_\_\_

Price in Words:\_\_\_\_\_

EA = Each

Bidder:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor Registration Number / Effective Date\_\_\_\_\_

*[If applicable, attach copy of current Montana Certificate of Contractor Registration to Bid Form].*

Date: \_\_\_\_\_

Proposed schedule (date of mobilization, anticipated rate of construction, completion date).

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List of equipment to be used in work / Unit price (per hour) for equipment

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\_\_\_\_\_

\_\_\_\_\_



# ATTACHMENT C

## STANDARD TERMS AND CONDITIONS

### QUALIFICATIONS

Owner shall evaluate the qualifications of each prospective Bidder to determine if he or she is a "responsible bidder," a person fully capable in all respects to perform the contract requirements and with the integrity and reliability which assures good faith performance. No contract will be awarded to a "nonresponsible bidder."

### CONTRACT AWARD

Owner intends to award this contract to the lowest responsive and responsible Bidder. Section 18-1-102, MCA.

### BID CANCELLATION / REJECTION OF BIDS

An invitation for bids or other solicitation may be canceled or any or all bids may be rejected in whole or in part when it is in the best interests of the State of Montana.

### PROTEST PROCEDURE

Bidders may protest a solicitation or award of a contract determined to be in violation of law. The protest must be in writing and explain in detail all of the protester's objections. A protest involving the solicitation or award of a contract shall under the terms of this solicitation follow the provisions of Section 18-4-242, MCA. Owner is under no obligation to delay, halt or modify the procurement process due to a protest.

### VENUE

Any claim or dispute arising out of an express contract entered into with the State of Montana shall be governed by the laws of Montana. The parties agree that any litigation concerning such claim or dispute must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorneys fees.

### CONTRACT TERMINATION

Owner shall have the absolute right to terminate the contract in whole or in part pursuant to Standard Form of Contract for Limited Construction and the terms of the Limited Solicitation.

### CONTRACT REFERENCE

The DEQ Contract number shall be referred to on all invoices, pay requests, contract forms, correspondence and any other documents relating to the Work to be done under the contract.

### ASSIGNMENT, TRANSFER & SUBCONTRACTING

Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Owner.

### CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications shall be granted without Owner's prior written consent. Supplies delivered which do not conform to the contract documents may be rejected and returned at Contractor's expense.

### UNAVAILABILITY OF FUNDING

Owner at its sole discretion may terminate or reduce the scope of the contract if available funding is reduced or is otherwise for any reason not available.

### COLLUSION PROHIBITED

The Bidder's signature on its bid guarantees the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State of Montana from obtaining the lowest possible competitive price.

### DELIVERY/SHIPPING

Unless otherwise specified in the contract documents, all supplies shall be shipped prepaid, F.O.B. destination to the site of the Work.

# ATTACHMENT D

**DEQ CONTRACT NO. 211122  
STANDARD FORM OF CONTRACT  
LIMITED CONSTRUCTION WORK  
Lake Como Fly Ash Boat Ramp**

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This CONTRACT is between the CONTRACTOR (as stated herein below) and the MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ").

WITNESSETH, that Contractor and DEQ for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK. Contractor shall perform the following work procured by Invitation for Bid and described as follows:

The scope of work includes survey, excavation, backfill and haul off, haul and placement of subgrade and final site grading / clean up. This contractor will be responsible for batch supply utilizing very specific instructions and also provide assistance with placement especially permit compliance.

This Contract consists of the Invitation for Bid, the Standard Form of Contract, Limited Construction Work (including any attachments), Standard Terms and Conditions and the Contractor's submitted Price Quote Form.

ARTICLE 2. TIME OF COMPLETION. Time is of the essence for this Contract. Construction will begin by September 6, 2011 and end by October 11, 2011.

ARTICLE 3. REPORTING REQUIREMENTS. As a recipient of American Recovery and Reinvestment Act (Recovery Act) funds, DEQ must report to the federal awarding agency on the use of the funds no later than 10 days after the end of each calendar quarter. This report is posted to [www.Recovery.gov](http://www.Recovery.gov). As part of this reporting requirement, Contractor and any subcontractors must have a DUN and Bradstreet Universal Number System (DUNS) number ([www.dnb.com](http://www.dnb.com)) and must maintain active and current profiles in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) if applicable, for the duration of this Contract. Contractor and any subcontractors must comply with any guidance from the Office of Management and Budget (OMB) related to the reporting requirement of section 1512 of the Recovery Act issued by the OMB or the federal awarding agency.

If Contractor is a "construction contractor" as defined in 39-9-102, Contractor must complete its Central Contractor Registration with the Department of Labor & Industry under 39-9-201 and 39-9-204, MCA, PRIOR to the Contract being executed by the State of Montana for all projects greater than \$2,500.00 and a copy of the registration certificate must be provided to DEQ.

Contractor shall submit to DEQ a written Monthly Report no later than the 5<sup>th</sup> day of each month that includes:

- A. Summarization of reimbursements and expenditures of project funds for the preceding month.
- B. The total number of jobs saved or created during the preceding month; and
- C. A brief status of the project that includes any significant problems that require resolution.

Contractor shall submit to DEQ a written final report by Contract end date that includes, at a minimum:

- A. A short narrative of the original project;
- B. Project highlights;
- C. A summary of activities performed;
- D. Overall project accomplishments;

- E. Successes and failures, including significant problems or unique situations encountered, and corrective actions taken;
- F. Extent to which the project goals and objectives were met;
- G. Summarization of expenditures of project funds;
- H. The total number of jobs saved or created over the course of the project; and
- I. Digital photos of the project that document the project before initiation, during development and after completion

ARTICLE 4. THE CONTRACT SUM. DEQ shall pay Contractor for the work performed based upon the lump sum bid as shown on the Attachment A Price Quote Form, (subject to additions and deletions by Change Order) attached hereto and incorporated herein by reference. In accordance with the Invitation for Bid, the lump sum bid includes mobilization and demobilization costs (including costs of insurance and bonding), loading and hauling materials from the staging area, and any miscellaneous costs incidental to the work.

All costs in connection with the work, including, but not limited to, the furnishing equipment, tools, supplies, and providing all necessary labor and supervision to fully complete the work, shall be included in the lump sum price bid. No item that is required for the proper and successful completion of the work will be paid for outside or in addition to the lump sum price bid.

This Contract is funded in whole or in part by a federal grant from the United States Department of Agriculture (USDA) Forest Service (USFS) in the amount of **\$165,328.22 (Federal Grant number: 10-CS-110182B1-065; Federal Catalog number: 10.687(CIM))**.

ARTICLE 5. PROGRESS PAYMENTS. No Progress Payments will be made under this Contract.

ARTICLE 6. FINAL PAYMENT. Final payment shall be paid by DEQ to Contractor in accordance with the time periods specified by state law, when: 1) the work has been completed to DEQ's satisfaction and 2) the Contract is fully performed.

ARTICLE 7. OMB GUIDANCE. This Contract is subject to all applicable provisions of implementing guidance for the Recovery Act issued by the OMB, including memorandum M-09-10, M-09-21, and M-09-18, all of which are available on [www.recovery.gov](http://www.recovery.gov).

ARTICLE 8. DISPLAY OF ARRA LOGO. Because this project receives funding under the American Recovery and Reinvestment Act of 2009 (Recovery Act) Contractor shall display the Recovery Act Logo in a manner that informs the public that the project is a Recovery Act investment. DEQ will work with Contractor to determine in what manner Contractor is able to comply with this provision and will ensure that Contractor receives the appropriate ARRA logo, dependent upon which of the two following logos is used:

- A. The Recovery Act Primary Emblem, which is required to be displayed at the project location.
- B. The Recovery Act Horizontal Logomark, which is required to be used for any press releases or other online or offline communications.

ARTICLE 9. ACKNOWLEDGEMENT OF U.S. FOREST SERVICE IN PUBLIC ANNOUNCEMENTS, PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The support provided by USFS for this project shall be acknowledged in any public announcements, publications, audiovisuals, and electronic media developed as a result of this instrument, to include public notices and press releases.

Permission must be obtained from the USFS prior to use of its insignia on any published media, such as a web page, printed publication, or audiovisual production. Contractor shall contact DEQ to ensure such permissions have been granted prior to using the USFS insignia.

The following statement, in full, shall be used in any printed, audiovisual material, or electronic media for public distribution developed or printed funded by federal money:

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*

Should the material be too small to allow use of the full statement, the material must, at a minimum, include the following statement in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

Any public notices or press releases associated with this project shall be issued by DEQ, in conjunction with Contractor, and must include a statement substantially as follows:

*"The Bitterroot National Forest of the U.S. Forest Service, Department of Agriculture is funding this project under the American Recovery and Reinvestment Act of 2009. USDA is working to implement provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act) to put Americans back to work and rejuvenate the nation's economy. The Recovery Act provided USDA with nearly \$28 billion in funding, of that \$1.15 billion has been allocated to the Forest Service for project work in forest restoration, hazardous fuels reduction, construction and maintenance of facilities, trails, and roads, green energy projects and grants to States, tribes and private landowners."*

ARTICLE 10. JURISDICTION AND VENUE. The laws of Montana govern this Contract. The parties agree that any litigation concerning this contract, unless the parties agree to arbitration or mediation, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and the parties consent to personal jurisdiction, subject matter jurisdiction, and venue in that court. Each party shall pay its own costs and attorney fees.

#### ARTICLE 11. MISCELLANEOUS.

1. Taxes/Permits/Fees. Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees and comply with all laws, ordinances, rules, regulations and lawful orders bearing on the performance of the work.
2. Labor/Materials Equipment. Unless otherwise specified, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction and services for the proper execution and completion of the work. Unless otherwise specified, all material and equipment provided shall be in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.
3. Indemnification and Insurance. Contractor shall maintain for the duration of the contract, at its cost and expense, insurance at the limits and types required by DEQ for this Contract, against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, its agents, employees, representatives, assigns, or subcontractors.
  - a. Hold Harmless and Indemnification: Contractor agrees to protect, defend, and save the DEQ, its officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, on account of bodily or personal injuries, death, or damage to property arising out of services or work performed or omission of services or work performed or in any way resulting from the acts, negligent or

otherwise, or omissions of Contractor, its agents, employees, assigns, and/or subcontractors under this Contract.

b. Contractor's Insurance: **Insurance required under all sections herein shall be in effect for the duration of the contract.** Insurance required herein shall be provided by insurance policies issued only by companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor shall commence work under this Contract until all required insurance has been obtained and proof of insurance, in the form of certificates of insurance satisfactory to DEQ, have been delivered to DEQ.

c. Contractor shall carry **Workers' Compensation Insurance**, maintained at the limits required by statute. Such Workers' Compensation Insurance shall protect Contractor from claims made by his own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by Contractor or Subcontractor. Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.

d. Contractor shall carry occurrence coverage **Commercial General Liability Insurance** including coverage for premises, operations, independent contractor's protective, products and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability: \$100,000 per occurrence; aggregate limit of \$300,000.

i. The Commercial General Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the work under this Contract, or operations incidental thereto, whether such work and operations be by Contractor or by Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractor, or by anyone for whose acts any of them may be liable.

ii. Contractor's liability insurance policies shall list DEQ as additional insured.

iii. Contractor's insurance coverage shall be PRIMARY insurance with respect to DEQ, its officers, elected and appointed officials, employees and agents. Any insurance or self insurance maintained by the state, its officers, elected and appointed officials, employees and agents shall be excess of the Contractor's insurance and shall not be attributable to it.

e. The insurance required under this Contract shall not be cancelled or materially changed unless Contractor provides at least thirty (30) days prior written notice to DEQ.

4. Gross Receipts Tax. In compliance with 15-50-206, MCA, 1% of Contractor's gross receipts will be withheld from all payments due for Contracts over \$5,000.

5. Equal Employment Opportunity. All hiring and other employment practices shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

6. Record Keeping. In accordance with the provisions of Section 1515 of the Recovery Act, Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles and to comply with the cost principles contained in OBM Circular 87 to determine allowable costs. Contractor's accounting system must be able to allocate costs associated with this Contract in a manner that keeps these costs separate from the costs of other Contracts.

DEQ, the Legislative Auditor, the USFS, the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Notwithstanding the provisions of the Termination Section of this Contract, this Contract may be terminated upon any refusal of Contractor to allow access to records necessary to carry out the audit and analysis referred to above (ref. 18-1-118, MCA). Authorized

representatives shall have access to records at any reasonable time for as long as Contractor maintains the records. Audits conducted under this provision shall be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing company or agency.

- a. Contractor agrees to disclose all information and reports resulting from access to the records maintained as noted in the first paragraph of this clause to any of the agencies referred to in the second paragraph of this clause.
- b. Contractor agrees to retain all financial records for three years as required by the United States government in accordance with the terms of the federal awarding agency. Contractor agrees this period meets the requirements of state and federal law with respect to funding utilized. In addition, Contractor agrees to maintain any records relating to any litigation, claim, negotiation, audit, cost recovery, or other action involving the records, until completion of the action and resolution of all issues, or until the end of the three-year period, whichever is longer. Contractor may not destroy any records without first offering the records to DEQ.
- c. In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, Contractor agrees to correct the areas of non-compliance within six months after Contractor receives the audit report.
- d. If Contractor receives a total of \$500,000 or more in federal funds from any and all sources of federal funding sources during any fiscal year during which this Contract is performed, it must comply with the accounting and audit requirements of the most current version of the Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and OMB Circular A-87 "Cost Principles for State and Local Governments and Indian Tribal Governments" including the "Compliance Supplement for Single Audits," concerning the use of the funds provided under this Contract.
- e. Contractor must provide DEQ with a copy of its annual or biennial audit report covering the years during which this Contract is performed within 30 days after the report's issuance. The audit report must include all of the following information:
  - i. Federal grantor/pass-through grantor program title;
  - ii. Federal CFDA number;
  - iii. Pass-through grantor's number or this Contract number;
  - iv. Program or award amount;
  - v. Cash accrued or deferred revenue at July 1 or the first day of Contractor's fiscal year;
  - vi. Receipts or revenue recognized during the period;
  - vii. Total disbursements/expenditures;
  - viii. Cash accrued or deferred revenue at June 30 or the last day of Contractor's fiscal year;
  - ix. An indication of the basic accounting used in determining the above information in a footnote to the schedule of federal financial awards.
- f. If Contractor receives less than \$500,000 in total federal assistance during any fiscal year during which this Contract is performed, and therefore does not need to submit an audit report to DEQ, Contractor must notify DEQ in writing within 30 days after the end of that year.
- g. Contractor agrees to incorporate paragraphs 6.a through 6.f in any subcontract it awards in excess of \$5,000, at any tier, and in all change orders directly related to project performance.
- h. All records maintained pursuant to this Section shall be available and present in proper form for review by DEQ within 30 days of a written request made by DEQ.

7. Davis-Bacon and Related Acts (3142 Us Code). Prevailing wage rates and related regulations apply to this Contract. All laborers and mechanics employed by Contractor or subcontractors in performance of this Contract shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor of the United States Department of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon and related acts).

Contractor and subcontractors are required to obtain wage determinations from the DOL and comply with DOL guidance and regulations implementing wage rate requirements applicable to Recovery Act funds. Both State and Federal wage rates and related regulations may apply to this project. The rates applicable to this project will generally be the rates specified for heavy construction for Ravalli County as noted in Attachment XX (attachment number to be adjusted at time of final contract negotiations). The rates specified are minimum rates, and where the federal rate differs from the state rate, the higher of the two will be the required minimum. Federal prevailing wage rates for Montana are available online at <http://www.access.gpo.gov/davisbacon/mt.html>, or from the DOL. Montana's state prevailing wages are available online at: <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-information.html>.

8. Weed Control. To prevent the spread of noxious weeds into the project area, all equipment and vehicles including wheels, tracks, undercarriages, fenders, blades and buckets shall be cleaned with high-pressure water before mobilizing to the site. Driving equipment through weedy areas on or near the site is forbidden, and a penalty of five hundred dollars (\$500) per occurrence will be charged to Contractor.

9. Independent Contractor. Contractor shall have the status of an independent contractor for this project. As such, Contractor is responsible for the means, methods, techniques, sequences and procedures of construction to meet the project specifications, including the safety precautions incident thereto. Contractor is also responsible for establishing the standards of safety for its employees, subcontractors, and invitees.

10. PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND (BOTH ARE REQUIRED ON THIS PROJECT)

- a. The Contract shall furnish a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201 MCA). The Contractor shall also furnish a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith (18-2-201MCA). The bonds shall be executed using the attached forms and no other forms or endorsements will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111 MCA). Bonds shall be secured from a state licensed bonding company. Power of Attorney is required with each bond. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney:
  - i. One original copy shall be furnished with each set of bonds.
  - ii. Others furnished with a set of bonds may be copies of that original.
- b. The Owner reserves the right at any time during the performance of Work to require bonding of Subcontractors provided by the General Contractor. Should this occur the Owner will cover the direct cost. This shall not be construed as to in any way affect the relationship between the General Contractor and his Subcontractors.
- c. Surety must have an endorsement stating that their guarantee of Contractor's performance automatically covers the additional contract time added to a Contractor's contract by Change Order.
- d. A change in the Contractor's organization shall not constitute grounds for Surety to claim a discharge of their liability and requires an endorsement from Surety so stating.

- e. The Contractor is required to notify Surety of increase in contract amount resulting from Change Orders within 48 hours of submitting an application for Change Order and submit a copy of Surety's written acknowledgment and consent to Owner before Change Order can be approved. A fax with hard copy to follow is acceptable. If hard copy is not received by Owner before Application for Payment on any portion or all of said Change Order, it will not be accepted by Owner for payment.
- f. The Surety must take action within 30 days of notice of default on the part of the Contractor or of any claim on bonds made by the Owner or any Subcontractor or supplier.

ARTICLE 12. MODIFICATIONS. This Contract may not be enlarged, modified, or altered except by a written modification (Change Order) signed by DEQ and Contractor and attached to the original of this Contract. No handwritten change, addition or erasure of any printed portion of this Contract shall be valid or binding upon either party.

ARTICLE 13. FEDERAL REQUIREMENTS. The following provisions are incorporated into this Contract and shall be included by Contractor in each subcontract or sub-tiered agreement under any subcontract it enters into in connection with this Contract:

1. Buy American Use Of American Iron, Steel, And Manufactured Goods. None of the funds provided by the grant may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. USFS will apply this provision in a manner consistent with United States obligations under international agreements. Recipient agrees to comply with any further guidance from OMB applicable to this provision. This term and condition shall not apply in any case or category of cases in which the Administrator of USFS or a designated Agency official finds that (1) applying the term and condition would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent. If the grantee believes that this term and condition does not apply to a transaction financed with funds from this grant either (1) because a waiver is appropriate or (2) the requirement is inapplicable to the transaction, the grantee must submit, in writing, a detailed explanation for its position to USFS's project officer prior to entering into the transaction. The grantee may not proceed with the transaction until it receives written approval from the Administrator or other designated Agency official.
2. Limit on Funds (ARRA § 1604). Contractor and any subcontractor shall not use these funds for particular activities for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
3. Trafficking Victim Protection Act of 2000 (2 CFR Part 175). Contractor and any subcontractor must not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of sub award.
4. Protection Of Whistleblowers (ARRA § 1553). In accordance with section 1553 of the Recovery Act, Contractor and subcontractor employees may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of (1) gross mismanagement of an agency contract or grant relating to grant funds; (2) a gross waste of covered funds; (3) a substantial and specific danger to public health or safety related to implementation or use of grant funds; (4) an abuse of authority related to implementation or use of covered funds; or (5) a violation of law, rule, or regulation related to a grant awarded or issued relating to covered funds.



5. False Claim. Contractor and subcontractors agree to promptly refer to USFS's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, loan recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this grant or sub-grants awarded by the grantee.
6. Supersession. This Section applies to the work eligible for USFS assistance to be performed under this Agreement, and the provisions within it supersede any conflicting provisions of this Agreement.
7. Drug Free Workplace (2 CFR Part 182). Contractor agrees to maintain a drug-free workplace. Contractor certifies, by signing this Contract, that its employees and subcontractors will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this Agreement.
8. Lobbying. Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence Congress or any federal agency in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan or cooperative agreement. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Congress or any federal agency in connection with this Agreement, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
9. Debarment, Suspension, Ineligibility and Voluntary Exclusion (2 CFR Part 180). Contractor certifies that it and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any federal department or agency; (2) have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; been in violation of federal or state antitrust statutes, or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (2) above; and, (3) have not, within a 3-year period preceding this Agreement, had one or more contracts terminated for cause or default by any federal or state agency.
10. Procurement of Recycled Goods (42 U.S.C 6962). In accordance with Section 6002 of the Resource Conservation and Recovery Act, when the purchase of an item exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more, Contractor and subcontractors shall give preference to the purchase of specific products containing recycled materials.
11. Use of Recycled Paper (Executive Order 13423 (January 24, 2007)). Contractor certifies that recycled paper will be used for all reports, documents, or other submittals prepared by Contractor under the terms of this Agreement.
12. Copyright And Right To Use. Any discovery or invention made, or data or text developed, or under development, as a result of work conducted under this Contract, is subject to USFS requirements and regulations pertaining to reporting and patent rights, and copyrights and rights in data. In any event, DEQ and USFS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and authorize others to use, any patented or copyrightable property developed under this Agreement.
13. Equipment, Supplies and Materials. Funding of equipment is not available for reimbursement under this Contract. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.

14. Subcontracting Under Disadvantaged Business Enterprise (DBE) Program

- a. Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps shall include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - v. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 17.14.2.1 through 17.14.2.5 of this section.

ARTICLE 14. TERMINATION. This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon termination for default, the parties shall have such rights and remedies as each would have against the other at law or in equity under the statutes, rules, and case law of the State of Montana. DEQ and Contractor agree that in the event either of them incurs any legal costs or attorneys' fees whatsoever, each party shall pay its own legal costs and attorneys' fees.

This Contract may be terminated in whole or in part in writing, by the DEQ for its convenience, provided that the Contractor is given: (1) not less than ten (10) calendar days' actual written notice of intent to terminate, and (2) an opportunity for consultation with DEQ prior to termination.

Upon termination for DEQ's convenience, Contractor shall be entitled to payment in accordance with this Contract for work performed by Contractor during the period prior to the effective date of termination. Partial payment on account of unit price work will be based on the number of units completed. Payment on account of lump sum work will be based on DEQ's determination of the percentage of lump sum work completed. In the absence of an express written agreement, DEQ shall not pay Contractor on account of materials delivered and suitably stored on the site, but not yet incorporated into the work.

This Contract is automatically canceled if federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, are not appropriated or otherwise made available to support the Contract's commencement or continuation of performance.

This Contract is automatically cancelled if the federal awarding agency unilaterally terminates the award due to a violation of the Trafficking Victim Protection Act of 2000.

Any termination of this Contract is subject to the exception that Section 6, relating to retention of and access to records, will remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. The Agreement shall be effective only after signature of both parties and the effective date of this agreement shall be the later of the dates of signature.

**CONTRACTOR:**

Company: \_\_\_\_\_

\_\_\_\_\_  
NAME

Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Taxpayer's I.D. No. \_\_\_\_\_

Contractor's Registration

Certificate No. \_\_\_\_\_

**OWNER:**

**STATE OF MONTANA**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
VICKI J. WOODROW

Contracts Officer

Financial Services

Metcalf Building

1520 E. Sixth Avenue, P.O. Box 200901

Helena, MT 59620-0901

Date \_\_\_\_\_

Approved for Legal Content:

\_\_\_\_\_  
DEQ Legal Counsel

Date \_\_\_\_\_



**STATE OF MONTANA**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
1520 E Sixth Ave • P O Box 200901 • Helena MT 59620-0901  
Phone: 406 444-3101 • Fax: 406 444-1804

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

\_\_\_\_\_  
(Contractor), hereinafter called the Principal, and

\_\_\_\_\_  
(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

**[numbers in alpha] DOLLARS ( \_\_\_\_\_ )**

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of Montana, acting by and through its Director, Department of Administration dated \_\_\_\_\_ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

**[PROJECT NAME]  
[AGENCY NAME]  
[A/E PROJECT #]**

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall promptly and faithfully perform all of the provisions of the contract, and all obligations thereunder including the specifications, and any alterations provided for, and shall in a manner satisfactory to the State of Montana, complete the work contracted for including any alterations, and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to complete the work as specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

**FOR STATE USE ONLY:**

Surety is licensed in MT: ☐ Yes ☐ No

Date verified: \_\_\_\_\_

Verified by: \_\_\_\_\_

Architecture & Engineering Div.  
Department of Administration  
State of Montana

Contractor: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

Surety: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

By: \_\_\_\_\_  
(Attorney-in-Fact, seal & signature)

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone/Fax)



**STATE OF MONTANA**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
1520 E Sixth Ave • P O Box 200901 • Helena MT 59620-0901  
Phone: 406 444-3101 • Fax: 406 444-1804

## LABOR & MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we:

\_\_\_\_\_  
(Contractor), hereinafter called the Principal, and

\_\_\_\_\_  
(Surety), a corporation licensed to do business as a surety under the laws of the State of Montana, hereinafter called Surety, are held and firmly bound unto the State of Montana in the full and just sum of:

**[numbers in alpha] DOLLARS ( \_\_\_\_\_ )**

to be paid to the State of Montana or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of Montana, acting by and through its Director, Department of Administration dated \_\_\_\_\_ and whereas it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed for the Project entitled:

**[PROJECT NAME]  
[AGENCY NAME]  
[A/E PROJECT #]**

NOW, THEREFORE, the conditions of this obligation are such that if the above Principal as Contractor shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply him or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect and shall save harmless the State of Montana from any expense incurred through the failure of the Contractor to comply.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

**FOR STATE USE ONLY:**

Surety is licensed in MT: ☐ Yes ☐ No

Date verified: \_\_\_\_\_

Verified by: \_\_\_\_\_

Architecture & Engineering Div.  
Department of Administration  
State of Montana

Contractor: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

Surety: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(date)

By: \_\_\_\_\_  
(Attorney-in-Fact, seal & signature)

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone/Fax)

# ATTACHMENT D

## MONTANA'S HEAVY CONSTRUCTION FEDERAL PREVAILING WAGE DETERMIANTION FOR RAVALLI COUNTY

GENERAL DECISION: MT20100001 11/26/2010 MT1

Date: November 26, 2010

General Decision Number: MT20100001 11/26/2010

Superseded General Decision Number: MT20080001

State: Montana

Construction Type: Heavy

Counties: Montana Statewide.

### HEAVY CONSTRUCTION PROJECTS

### ZONE DEFINITIONS

### CARPENTERS, \*CEMENT MASONS, LABORERS, AND TRUCK DRIVERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the folowing listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HAVRE, HELENA, KALISPELL, LEWISTOWN, MILES CITY, MISSOULA

Zone 1: 0 to 30 miles - Base Pay

Zone 2: 30 to 60 miles - Base Pay + \$2.95

Zone 3: Over 60 miles - Base Pay + \$4.70

\*CEMENT MASONS ZONES: The above cities plus DILLON, GLASGOW, GLENDIVE, SIDNEY

### ----- Modification Number      Publication Date

0	03/12/2010
1	04/09/2010
2	05/21/2010
3	06/04/2010
4	06/11/2010
5	07/16/2010
6	07/30/2010
7	08/13/2010
8	08/27/2010
9	10/29/2010
10	11/26/2010

CARP0028-002 05/01/2009

Rates      Fringes

Carpenters: (Zone 1)  
 Carpenter & Pilebuck.....\$ 23.25      8.90  
 MILLWRIGHT.....\$ 27.25      8.90

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CARP0028-004 06/01/2006

	Rates	Fringes
Diver Tender.....	\$ 27.27	7.80
Diver.....	\$ 56.54	7.80

DEPTH PAY (Surface Diving)  
 050 to 100 feet    \$2.00 per foot  
 101 to 150 feet    \$3.00 per foot  
 151 to 220 feet    \$4.00 per foot  
 221 ft & deeper    \$5.00

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ELEC0044-001 06/01/2010

	Rates	Fringes
Line Construction		
(1) Lineman.....	\$ 37.73	4.75%+10.61
(2) Equipment Operator.....	\$ 25.13	10.95
(3) Experienced Groundman...	\$ 20.27	10.33

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ELEC0233-001 08/01/2009

Blaine, Broadwater, Cascade, Chouteau, Fergus, Glacier, Hill,  
 Judith Basin, Lewis & Clark, Liberty, Meagher, Petroleum,  
 Phillips, Pondera, Teton, Valley, and Wheatland Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 27.96	4.75%+9.36

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ELEC0233-002 08/01/2009

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND  
 SILVER BOW COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.10	4.75%+10.80

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ELEC0532-001 06/01/2010

GALLATIN, PARK, AND SWEET GRASS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.61	10.27

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ELEC0532-003 06/01/2010

BIG HORN, CARBON, CARTER, CUSTER, DANIELS, DAWSON, FALLON,  
GARFIELD, GOLDEN VALLEY, McCONE, MUSSELSHELL, POWDER RIVER,  
PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER,  
TREASURE, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.38	1.75%+8.39

-----  
ELEC0768-001 06/01/2009

FLATHEAD, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI, AND  
SANDERS COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 27.02	10.37

-----  
ENGI0400-001 05/01/2009

	Rates	Fringes
Power Equipment Operator (Zone 1)		
Group 1.....	\$ 23.47	9.50
Group 2.....	\$ 23.94	9.50
Group 3.....	\$ 24.34	9.50
Group 4.....	\$ 25.00	9.50
Group 5.....	\$ 25.50	9.50
Group 6.....	\$ 26.60	9.50
Group 7.....	\$ 27.10	9.50

#### ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:

The zone hourly rates applicable to each project shall be  
determined by measuring the road miles over the shortest  
practical maintained route from the nearest County Court  
House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL,  
MISSOULA

Zone 1: 0 to 30 miles - Base Pay  
Zone 2: 30 to 60 miles - Base Pay + \$3.50  
Zone 3: Over 60 miles - Base Pay + \$5.50

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Air Compressor; Auto Fine Grader; Belt Finishing  
Machine; Boring Machine, small; Cement Silo; Crane, A-Frame  
Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor  
Roller; Farm Tractor; Forklift; Form Grader; Front-end  
Loader under 1 cu yd; Heavy Duty Drills; Herman Nelson



Heater; Mulching Machine; Oiler, all except Cranes. & Shovels; Pumpman.

GROUP 2: Air Doctor; Backhoe/Excavator/Shovel to and including 3 cu yd; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, large; Broom, self-propelled; Concrete Travel Batchers; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push & Side Boom; Elevating Grader/Gradall; Field Equipment Serviceman; Front-end Loader 1 cu yd to including 5 cu yd; Grade Setter; Heavy Duty Drills, all types; Hoist/Tugger, all; Hydralift & similar; Industrial Locomotive; Motor Patrol, except Finish; Mountain Skidder; Oiler - Cranes & Shovels; Pavement Breaker, EMSCO; Power Saw, self-propelled; Pugmill; Pumpcrete/Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot, self-propelled; Roller, 25 tons and over; Ross Carrier; Rotomill under 6 ft; Trenching Machine; Washing/Screening Plant.

GROUP 3: Asphalt Paving Machine; Asphalt Screed; Backhoe/Excavator/Shovel over 3 cu yd; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine/Slip Form Paver; Finish Dozer; Front-end Loader over 5 cu yd; Mechanic/Welder; Pioneer Dozer; Roller, Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, single, twin, or pulling Belly Dump; Yo-Yo Cat.

GROUP 4: Asphalt/Hot Plant Operator; Cranes, 25 tons to 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

GROUP 5: Cranes, 45 tons to including 74 tons;

GROUP 6: Cranes, 75 tons to including 149 tons; Crane, Whirley (all).

GROUP 7: Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff-Leg or Derrick; Helicopter Hoist; Crane, Tower (all).

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\* IRON0014-002 07/01/2010

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, AND SANDERS COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.34	18.78

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IRON0732-009 06/01/2010

## REMAINING COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 25.57	17.21

LABO1686-001 05/01/2008

	Rates	Fringes
LABORER (Zone 1)		
Group 1.....	\$ 17.14	6.72
Group 2.....	\$ 20.10	6.72
Group 3.....	\$ 20.24	6.72
Group 4.....	\$ 21.00	6.72

## LABORER CLASSIFICATIONS

### GROUP 1: Flagperson

GROUP 2: All General Labor work; Burning Bar; Bucket man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete worker; Curb Machine-Lay Down; Crusher and Batch worker; Fence Erector; Form Setter; Form Stripper; Heater Tender; Landscaper; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprapper; Sealants for concrete and other materials; Sign Erection, Guard Rail and Jersey Rail; Stake Jumper; Spike Driver; Signalman; Tail Hoseman; Tool Checker and Houseman; Traffic Control worker.

GROUP 3: Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker); Laser Equipment; Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power.

GROUP 4: Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman (\$1.00 per hour above Group 4 rate); Rock & Core Drill; Track or Truck mounted Wagon Drill; Welder including Air Arc

PAIN0260-001 07/01/2002

BLAINE, BROADWATER, CASCADE, CHOUTEAU, DANIELS, FERGUS, GARFIELD, GLACIER, GRANITE (South of a line running East & West through the Southern city limits of Phillipsburg), HILL, JEFFERSON, JUDITH BASIN, LEWIS AND CLARK, LIBERTY, McCONE, MEAGHER, PETROLEUM, PHILLIPS, PONDERA, POWELL (South of a line running East & West through the Southern City limits of Helmsville), RICHLAND, ROOSEVELT, SHERIDAN, TETON, TOOLE, VALLEY, AND WHEATLAND COUNTIES

	Rates	Fringes
PAINTER.....	\$ 13.85	1%+3.45

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PAIN0260-002 07/01/2002

FLATHEAD, GRANITE (North of a line running East & West through the Southern city limits of Phillipsburg), LAKE, LINCOLN, MINERAL, MISSOULA, POWELL (North of a line running East & West through the Southern city limits of Helmsville), RAVALLI, AND SANDERS COUNTIES

	Rates	Fringes
PAINTER.....	\$ 16.85	1%+3.45

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PAIN1922-001 06/01/2009

BEAVERHEAD, BIG HORN, CARBON, CARTER, CUSTER, DAWSON, DEER LODGE, FALLON, GALLATIN, GOLDEN VALLEY, JEFFERSON, MADISON, MUSSELSHELL, PARK, POWDER RIVER, PRAIRIE, ROSEBUD, SILVER BOW, STILLWATER, SWEET GRASS, TREASURE, WIBAUX, AND YELLOWSTONE COUNTIES

	Rates	Fringes
PAINTER (Industrial, includes industrial plants, tanks, pipes, bridges).....	\$ 21.00	0.00

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PLAS0119-001 05/01/2008

STATEWIDE (except Deer Lodge, Jefferson, Powell, and Silver Bow Counties)

	Rates	Fringes
Cement Masons: (Zone 1)		
Area 1.....	\$ 18.83	6.96
Area 2.....	\$ 20.24	6.86

AREA 1: STATEWIDE (except Deer Lodge, Jefferson, Powell, and Silver Bow Counties)

AREA 2: DEER LODGE, JEFFERSON, POWELL, AND SILVER BOW COUNTIES

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PLUM0030-003 09/01/2010

BIGHORN, BLAINE, CARBON, CARTER, CASCADE, CHOUTEAU, CUSTER, DANIELS, DAWSON, FALLON, FERGUS, GARFIELD, GOLDEN VALLEY, HILL, JUDITH BASIN, LIBERTY, McCONE, MEAGHER, MUSSELSHELL, PETROLEUM, PHILLIPS, PONDERA, POWDER RIVER, PRAIRIE, RICHLAND, ROOSEVELT, ROSEBUD, SHERIDAN, STILLWATER, TETON, TOOLE, TREASURE, VALLEY,

WHEATLAND, WIBAUX AND YELLOWSTONE COUNTIES

	Rates	Fringes
PLUMBER		
Commercial.....	\$ 28.45	13.50
Industrial - Power		
Generating Plants.....	\$ 31.90	13.50

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PLUM0041-001 07/01/2010

BEAVERHEAD, BROADWATER, DEER LODGE, GALLATIN, GRANITE,  
JEFFERSON, LEWIS AND CLARK, MADISON, PARK, POWELL, SILVER BOW,  
AND SWEET GRASS COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 28.25	13.05

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PLUM0459-001 05/01/2010

FLATHEAD, GLACIER, LAKE, LINCOLN, MINERAL, MISSOULA, RAVALLI,  
AND SANDERS

	Rates	Fringes
PLUMBER.....	\$ 27.51	12.08

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TEAM0002-001 05/01/2008

	Rates	Fringes
Truck drivers: (Zone 1)		
Group 1.....	\$ 14.14	5.92
Group 2.....	\$ 18.84	5.92

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Pilot Car

GROUP 2: All Combination Trucks and Concrete Mixers;  
Distributor Driver; All Dry Batch Trucks; Dumpman, Gravel  
Spreader Box Operator; All Dump Trucks and similar  
equipment including DW 20, DW 21, or Euclid Tractor;  
Dumpsters; Flat Trucks; Servicemen; Lowboys, Four-Wheel  
Trailers; Float Semi-Trailer; Lumber Carriers, Lift Trucks  
& Fork Lifts; Pick-up Driver hauling material; Powder  
Truck (Bulk Unloader type); Power Boom; Service Truck  
Drivers, Fuel Truck Drivers, Tiremen; All Water Tank  
Drivers; Petroleum Products Drivers; Trucks with Power  
Equipment such as Winch, A-Frame Truck, Crane, Hydralift,  
Gout-Crete Truck, and Combination Mulching, Seeding &  
Fertilizing Truck; Truck Mechanic

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION